

Bespoke Traffic and Highway Solutions Ltd – Terms & Conditions

These Terms and Conditions apply to all construction Services provided by Bespoke Traffic and Highway Solutions Ltd (trading as BT-HS), a company registered in England and Wales under number 11334771, whose registered office address is at Unit B, Ackhurst Road, Common Bank Industrial Estate, Chorley, PR7 1NH (“the Company/we/us/our”).

Please read these terms and conditions carefully, you should understand that by booking with us, you agree to be bound by these terms and conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Customer/You/Your” means the individual requiring the Services;
“Fee” means the fee payable for the Services including parts, labour, VAT and any additional charges;
“Manufacturer” means the manufacturer of the Vehicle;
“Quotation” means a document giving the total Fee of the Services;
“Services” means the Vehicle construction; and
“Vehicle” means the Vehicle supplied by you or us, the subject of the Services.

by us in accordance with Clause 10 of these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication affected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions;

1.2.6 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions; and

1.2.7 Words signifying the singular shall include the plural and vice versa.

2. Quotations and Quotations

2.1 In order for us to provide a Quotation for the Services, you may be required to bring the vehicle to us. Any vehicle will be stored for 30 days, and the time period after this date shall be chargeable at our current daily storage rate.

2.2 We may provide a Quotation based on photographs you supply to us, though this may not be accurate, and you will be required to bring the vehicle to us for a formal Quotation which shall be sent in writing.

2.3 The Quotation may be subject to change, and we will inform you of any changes.

2.4 Our Quotations remain open for 30 days, and they may change depending on parts and material prices.

3. Contract

3.1 If you accept the Quotation, we shall then provide a date and time for you to bring your vehicle to us which shall confirm the booking to you. Only when we give you that confirmation will there be a binding contract between you and us for the Services;

3.2 Any time estimates are given as a guide only and time is not the essence of the contract.

3.3 Your Vehicle must be brought in at the agreed time otherwise the Services may be delayed, and any Quotation completion time may be delayed.

3.4 Should you leave your vehicle at or outside of our premises outside of working hours, we shall have no responsibility for any loss or damage to such.

4. Fees and Payment

4.1 At the time of acceptance, you will be required to pay a 15% deposit. This must be paid before we shall confirm your booking.

4.2 From the point at which Services on the vehicle commence up until the point at which you have paid in full all sums due, we shall have a general lien on your vehicle (i.e. a right to possession of property until payment is made for Services done to that property) for all sums due.

4.3 All remaining sums due shall be payable upon completion of the Services and collection of the vehicle by cash, or BACS, cheques will not be accepted.

4.4 From the due date of payment until we take the action set out in sub-Clause 4.6, any outstanding sum will incur interest on a daily basis at 8% above the base rate of the Bank of England from time to time until you make payment in full.

4.5 Upon request, and at our sole discretion, we may offer for you to open an account with us, this will allow us to agree a credit limit with you to facilitate the Services. We may set a maximum amount of credit allowable upon each account and set payment terms at 30 days or such other period as agreed between us.

4.6 We may obtain, retain and provide third party references as to your financial standing at any time within the duration of the Services.

4.7 We reserve the right to change payment terms and to offer, reject, amend and or withdraw credit facilities upon review at any time without notice and or explanation

5. Services

5.1 Any parts or equipment used to complete the Services will be free from defects and fit for purpose.

5.2 If we find during the course of the Services that we need to use additional parts and / or labour, we will provide you with an additional Quotation of the Fees and duration of the works which shall only begin when we receive your consent.

5.3 If we find any damage during the Services, we will notify you and provide an additional Quotation for any repairs that you will have the choice whether to accept or not. Any damage that compromises the safety of the vehicle or has the ability to compromise the Services we provide shall be required to be fixed prior to the commencement or completion of our Services.

5.4 You must empty the vehicle to the best of your ability before we are due to commence our Services. Whilst we shall use reasonable endeavours to ensure that we take good care of your vehicle and any of your possessions inside it, we will not be held liable for the loss or damage to any of your personal property left inside the vehicle.

5.5 You must notify us of any unusual circumstances toward the operation of the vehicle including but not limited to any faulty keys or other parts of the vehicle.

5.6 As part of the Services we shall provide any and all legal certificates of conformity that is required under EU law.

6. Delivery

6.1 When the Services are complete, we will contact you, or your appointed agent/dealer to make arrangements for collection of the vehicle. Our business opening times are between 9:00am and 5:00pm.

6.2 The Vehicle shall be collected by you as per the Quotation

6.3 You will need to sign for the Vehicle on collection.

6.4 If collection has not been completed within 5 working days, a restocking fee may be applied.

6.5 Any Vehicle supplied by us shall remain our property until full payment of our contract value is received. Until title passes:

6.5.1 we, our agents and employees shall be entitled at any time and without the need to give notice, enter upon any property upon

which the Vehicle or any part are stored, or upon which we reasonably believe them to be kept for the purpose of removing said Vehicle;

- 6.5.2** you shall store and mark the Vehicle in a manner reasonably satisfactory to us indicating that title remains vested in us;
- 6.5.3** you shall insure the materials to their full replacement value; and
- 6.5.4** irrespective that title to the Vehicle remains with us, risk in the Vehicle shall pass to the Customer upon collection.

7. Vehicle Warranties

- 7.1** We warrant that, with the exception of normal wear and tear, our workmanship and the Services will be free from any and all defects for the period of 12 months from the date of collection. If any defects appear due to no fault of yours during this period, we will rectify any and all such defects at no cost to you.
- 7.2** Any Vehicle including the chassis, that has been supplied by you or us will be provided with a manufacturer's warranty. For further details and terms please refer to the Manufacturer's warranty documentation supplied or contact the Manufacturer to further information.
- 7.3** We shall not be responsible or liable for any failure to comply with any warranties where you have not notified us of those warranties including but not limited to any warranties where the Vehicle has been supplied by you.

8. Sub-Contracting

- 8.1** We may subcontract any of our obligations under these Terms and Conditions provided that any subcontractor we use is reasonably skilled in the relevant practices and provided that we do not pass on to you any additional charges without your prior consent.

9. Insurance, Damage and Liability

- 9.1** We shall at all times have in place suitable and valid insurance, including public liability insurance.
- 9.2** We shall not be liable to you for any loss or damage you suffer due to your failure to follow our or the Manufacturer's instructions.
- 9.3** We will not be liable to you for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control.
- 9.4** We will only be responsible for any foreseeable direct loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be liable to you for any indirect or consequential loss including but not limited to loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.5** Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or subcontractors) or for fraud or fraudulent misrepresentation.

10. Cancellation

- 10.1** You may cancel any Services booked as set out in sub-Clause 10.3 or as set out in sub-Clause 10.5;
- 10.2** If you cancel under sub-Clause 10.3 or 10.5, and you have paid us any deposit or prepayment under sub-Clause 4.1, We shall return it to you less any amount you owe to us under any part(s) of this Clause 10, but you will still be liable to pay us the remainder of the amount you owe us;
- 10.3** If, on or after you have brought your vehicle to our premises for the Services to be carried out, you cancel the Services but we have by that time begun the Services, you must pay us for all labour and for all parts we have used and for all parts we have ordered but not yet used. We shall invoice you for that labour and those parts. We will charge you for that labour at the same hourly rate as we used to calculate the Fees. Clause 4 shall apply to the payment of any such invoice.
- 10.4** The parts we have ordered but not used by the time you cancel will remain our property. We may use or dispose of them as we see fit without any deduction in the Fees due to us.

11. How We Use Your Personal Information (Data Protection)

- 11.1** All personal information that we may use will be collected, processed, and held in accordance with the Data Protection Act 2018.

12. Waiver

No failure or delay by us or you in exercising any rights under these Terms and Conditions means that we or you have waived that right, and no waiver by us or you of a breach of any provision of these Terms and Conditions means that we or you will waive any subsequent breach of the same or any other provision.

13. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

14. Law and Jurisdiction

- 14.1** These Terms and Conditions, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and Wales.
- 14.2** As a Customer, you will benefit from any mandatory provisions of the law. Nothing in these terms and conditions above takes away or reduces your rights as a Customer to rely on those provisions.
- 14.3** Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Contract, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.